



ENTERED
08/30/2013

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**IN RE: §
DAVID MOORE; dba CELTIC FIELD §
SPORTS; fka BRUSHY CREEK KENNEL, §
INC.; fka DAVLIS ENTERPRISES, LTD; §
dba PINEWOOD KENNEL; fka DAVLIS, §
LLC; fka KANE'S LAKE HORSE & §
KENNEL, LISA THERESE MOORE §
Debtor(s) §
§
§**

CASE NO: 10-40579

CHAPTER 12

ORDER

1. The Moores, and their affiliates, release all claims against Ms. Bushman and her affiliates for any damages from events arising on or before August 30, 2013.

2. Ms. Bushman, and her affiliates, release all claims against the Moores and their affiliates for any damages for events arising on or before August 30, 2013. Provided, this does not release any claims held by Ms. Bushman and her affiliates that is contained in any judgment issued prior to this date.

3. The Moores shall not interfere with Ms. Bushman's dealings with the tenants or occupants on the 18.2933 acre tract. Only Ms. Bushman or her agents may deal with the tenants or occupants. Neither the Moores nor any person acting with them shall discourage or encourage the tenants with respect to their rights to stay on the property or their dealings with Ms. Bushman or her agents.

4. Paragraph 13 of the Order confirming the plan is amended to read as follows:

The Debtors shall not interfere with Lisa Busman's ownership, use and possession of the 18.2933 acres of property adjacent to the Debtor's homestead. The Debtors, their successors and assigns, are granted an easement along the southerly and easterly boundaries of the 18.2933 acre tract defined as follows: A width of property running along the 582.19 foot long existing east west easement (that is located on or adjacent to the southerly end of the property) and the 468.95 foot long existing north south easement (that is located on or adjacent to the easterly end of the property), such that the existing easements are expended to a total width of 20 feet. For the purposes of clarity, if the existing easement is NOT on the 18.2933 acre tract and if it is (hypothetically) presently 17 feet wide, this provision grants a 3 foot easement over the 18.2933 acre tract.

This easement must be made useable by the Moores at their expense not later than March 1, 2014. Prior to March 1, 2014, the Moores may utilize the existing

driveway across the 18.2933 acre tract, without interference by any person. After March 1, 2014, the Moores may not utilize the existing driveway for any purpose.

5. Any person violating the terms of this Order, the Order confirming plan, or the bankruptcy court's order in adversary proceeding number 08-3162 will pay \$5,000.00 per day for each violation. If a \$5,000.00 payment is imposed against the Moores, it will be secured by a lien on their 7.412 acre tract. If it is imposed on Ms. Bushman, it will be secured by a lien on the 18.2933 acre tract.

SIGNED August 30, 2013.



Marvin Isgur
UNITED STATES BANKRUPTCY JUDGE